

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED JUNE 21, 2000, BETWEEN BETTY HARRIS and CHARLES HARRIS, HUSBAND AND WIFE, (referred to below as "Grantor"), whose address is 50 PEACH TREE LANE, LEEDS, AL 35094; and AmSouth Bank (referred to below as "Lender"), whose address is 2653 Valleydale Road, Birmingham, AL 35244.

MORTGAGE. Grantor and Lender have entered into a mortgage dated May 30, 1996 (the "Mortgage") recorded in SHELBY County, State of Alabama as follows:

MORTGAGE RECORDED JULY 17, 1996, INSTRUMENT # 1996-22985, SHELBY COUNTY, ALABAMA.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in SHELBY County, State of Alabama:

SEE EXHIBIT "A"

The Real Property or its address is commonly known as **50 PEACH TREE LANE, LEEDS, AL 35094.**

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$ 10,000.00 to \$ 20,000.00..

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

GRANTOR:

X Betty Harris (SEAL)
BETTY HARRIS

X Charles Harris (SEAL)
CHARLES HARRIS

LENDER:

AmSouth Bank

By: Sandy Ackley
Authorized Officer

This Modification of Mortgage prepared by:

Name: AMY EPSMAN
Address: P. O. BOX 830721
City, State, ZIP: BIRMINGHAM, AL 35283

Inst # 2000-24258

07/19/2000-24258
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 26.00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)

COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **BETTY HARRIS and CHARLES HARRIS**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of June, 20 00

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Oct. 4, 2001.
BONDED TO BE NOTARY PUBLIC UNDERWRITERS.

Sandra J. Gonyea
Notary Public

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Alabama)

COUNTY OF Shelby) SS

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Sandy Akley

Given under my hand and official seal this 21st day of June, 20 00

Sandy Akley
Notary Public

My commission expires 6/3/2003

Inst # 2000-24258

07/19/2000-24258
10:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 26.00